

RIGHT BOX
FILED

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
DIVISION

CLERK OF COURT
CLERK OF COURT / SDFL / MIA

Case No:

UNITED STATES OF AMERICA

Plaintiff

vs.

PAMELA E. AMIEL
A/K/A PAMELA E. BARRETT

Defendant

COMPLAINT

The United States of America, acting herein by THOMAS E. SCOTT, United States Attorney for the Southern District of Florida, alleges as follows:

1. This action is brought by the United States of America, with jurisdiction provided by 28 U.S.C. § 1345.
2. The defendant is a resident of the Southern District of Florida.
3. The defendant is indebted to the plaintiff in the principal amount of \$4062.41, plus interest on this principal amount computed at the rate of 8.00 percent per annum in the amount of \$1509.74, plus interest thereafter on this principal from January 5, 2000 until the date of judgment, plus administrative fees, costs, and penalties in the amount of \$.00. See Exhibit A attached hereto and incorporated herein.
4. Demand has been made upon the defendant by plaintiff for the sum due, but the amount due remains unpaid.

WHEREFORE, plaintiff prays judgment against the defendant for the total of \$5572.15, plus interest at 8.00 percent per annum on the principal amount of \$4062.41, from January 5, 2000

1/nt

to the date of judgment, plus costs. Plaintiff further demands, pursuant to 28 U.S.C. § 1961, that interest on the judgment be at the legal rate until paid in full.

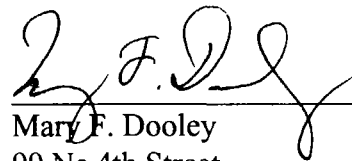
Notice is hereby given to the defendant that the plaintiff intends to seek satisfaction of any judgment rendered in its favor in this action from any debt accruing.

Dated at Miami, Florida on this 7 day of JANUARY, 2000.

Respectfully submitted,

Thomas E. Scott
United States Attorney

By:

A handwritten signature in dark ink, appearing to read 'M. F. Dooley', is written over a horizontal line.

Mary F. Dooley
99 Ne 4th Street
3rd Floor
Miami, FL 33132-2111
Tel No. 3059619311
Fax No. 3055307195

**U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Patricia E. Amiel
AKA: Patricia E. Barrett
7401 Tam Oshanter Blvd
N Lauderdale, FL 33068

SSN: 266 61 3247

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 12/17/98.

On or about 06/27/85 & 05/23/86, the borrower executed promissory notes(s) to secure loan(s) of \$2,500.00 & \$2,500.00 from Union Trust Bank - Baltimore, MD at 8 percent interest per annum. This loan obligation was guaranteed by United Student Aid Funds, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$276.64, \$276.64, \$276.63, & \$276.64 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 01/15/92, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$973.36, \$973.36, \$973.37, & \$973.36 to the holder. The Department then reimbursed the guarantor for that claim payment under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 12/25/96, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$75.73, \$74.73, \$74.73, & \$74.81 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$4,062.41
Interest:	\$1,167.87
Administrative/Collection Costs:	\$0.00
Late Fees:	\$0.00

Total debt as of 12/17/98	\$5,230.28
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Interest accrues on the principal shown here at the rate of \$0.89 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/22/98

Name: Sherry D. Davis
Title: Loan Analyst
Branch: Litigation Branch

**GOVERNMENT
EXHIBIT**

A

20-1586

MARYLAND HIGHER EDUCATION LOAN CORPORATION

APPLICATION FOR STUDENT LOAN through

NT AID FUNDS

C19695

AG-X-000400

WARNING: Any person who knowingly makes a false statement or misrepresentation which may include fines or imprisonment under the United States Criminal Code at...

SECTION I—TO BE COMPLETED BY THE STUDENT—READ THE INSTRUCTIONS

1. Social Security Number <u>266-61-3247</u>	2. Last Name (Please Print) <u>BARRETT</u>	First (No Nicknames) <u>PATRICIA</u>	ML <u>E</u>
3. Birthdate Mo. Day Year <u>3/1/85</u>	4. Permanent Home Address <u>8111 15TH AVENUE</u>	Apt. No. <u>#1</u>	
5. Area Code-Phone No. for Item 4 <u>301-439-6109</u>	City <u>HYATTSVILLE</u>	County <u>PG</u>	State Code <u>MD</u> Zip <u>20783</u>
6. U.S. Citizenship Status <input checked="" type="checkbox"/> Citizen <input type="checkbox"/> Eligible Non-citizen Alien I.D. #	7. Your Dependents Number <u>ONE</u> Ages <u>35 YRS.</u>	8. Permanent Resident of State Code <u>MD</u> Since <u>04-79</u>	9. Intended Enrollment Status <input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Half-time <input type="checkbox"/> Less than half-time
10. Major Course of Study Code <u>8</u>	10a. Place of Birth <u>Kingston, Jamaica, WI.</u>	11. While in School, You Intend to Live (Check One) <input type="checkbox"/> With Parents <input type="checkbox"/> On Campus <input checked="" type="checkbox"/> Off Campus	12. Prior to the academic year for which this loan is requested, have you ever been enrolled in any school beyond the high school level? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
14. Loan Period From <u>09/85</u> To <u>06/86</u>	15. Have you ever defaulted on an education loan? If yes, give details on a separate sheet of paper including what arrangements have been made, if any, to repay this debt. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		13. Requested Loan Amount <u>\$2500.00</u>

16. Do you have any outstanding education loans? ☐ Yes ☒ No If yes, list below; if no, write "none."

Name of Lender	City and State of Lender	From	Loan Period (Mo./Yr.) To	Unpaid Balance	Interest Rate
	<u>N/A</u>			\$ <u>00</u>	
				\$ <u>00</u>	

17. References—You must provide 2 separate references with different addresses (please print).

Parent/Guardian plus Adult Relative	Street, City, State, Zip	Area Code-Phone No.	Employer
<u>Ms. Gwen Henry</u>	<u>1707 E. HUNTER RD. N.W. #114</u>	<u>202-994-961</u>	<u>Bell Atlantic</u>
<u>Ms. Mexle Williams</u>	<u>3641 E. 21st Ave. #3041</u>	<u>(703) 823</u>	<u>American Gas Assn</u>

18. Name and Address of Lender Who will Process this Loan

Union Trust Bank

19a. Race:

- ☐ American Negro ☐ American Indian
☐ Oriental-American ☐ Spanish Surnamed
☐ Caucasian ☒ Other

19b. Have you applied for a PELL Grant?

- ☐ Yes ☒ No (See Instructions)
 Maryland State Scholarship
☐ Yes ☒ No

SECTION II—TO BE COMPLETED BY THE SCHOOL—INSTRUCTIONS ON REVERSE SIDE OF SCHOOL COPY

20. Name of School <u>Univ. of Md. Univ. College</u>	22. Loan Period (Mo./Day/Yr.) From <u>09/01/85</u> To <u>05/30/86</u>
21. Address <u>Univ. Blvd. at Adelphi Rd., College Park</u>	23. Grade Level Code <u>04</u>
24. Anticipated Completion Date Mo. <u>05</u> Yr. <u>86</u>	
25. School Code <u>011644</u>	26. Area Code-Phone No. <u>(301) 985-7231</u>
27A. Dependency Status <input type="checkbox"/> Dependent <input checked="" type="checkbox"/> Independent	27B. Adjusted Gross Income <u>\$21,000.</u>
28. Estimated Total Cost of Education for Loan Period <u>\$9,105.</u>	29A. Financial Aid for Loan Period <u>\$-0-</u>
29B. Expected Family Contribution <u>\$-0-</u>	30. Difference (Item 28 Less Items 29A and 29B) <u>\$9,105.</u>

32. My signature below certifies that I have read, and agreed to the "School Certification" on the reverse of the school copy.

Signature of Authorized Financial Aid Administrator

Helen McProuty Helen McProuty, Asst. Fin. Dir.

Date

7/16/85

SECTION III—TO BE COMPLETED BY THE LENDER

33. Name of Lending Institution <u>Union Trust Bank</u>	37. Loan Disbursement Date(s) Mo. Day Year <u>12/30/85</u>	38. Loan Amount(s) \$ <u>1250</u> \$ <u>1250</u> \$ <u>2500</u>
34. Address <u>P.O. Box 1077</u>	39A. Lender Approves <u>21203</u>	39B. Interest Rate <u>8</u>
35. Area Code-Phone No. <u>(301) 332-5849</u>	39C. Total Fee <u>\$</u>	
40. Signature of Authorized Lending Official <u>[Signature]</u>	Print or Type Name and Title <u>Vice President</u>	Date <u>JUL 22 1985</u>

Promissory Note for a Guaranteed Student Loan

I, Promise To Pay I, the undersigned student borrower identified in Section I, Item 2, promise to pay to you or your order when this note becomes due as set forth in Paragraph II, the sum of

Two Thousand Five Hundred DOLLARS (\$2,500.00)

I.A. Requested Loan Amount—Must be the Same as Item 13

or such loan amount as is advanced to me and identified to me in the Notice of Loan Guarantee and Disclosure Statement, plus interest as set forth in Paragraph III, and any other charges which may become due as provided in Paragraph VI. If I fail to pay any of these amounts when they are due, I will pay all charges and other costs, including the fees of an outside attorney and court costs that are permitted by Federal law and regulations for the collection of this loan, which you incur in collecting this loan. (See Paragraphs II, III, VI on the other side.) My signature certifies that I have

read, understood and agreed to the conditions and authorizations state in the Borrower Certification on the reverse side.

I UNDERSTAND THAT THIS IS A PROMISSORY NOTE. I WILL NO SIGN THIS PROMISSORY NOTE BEFORE READING IT INCLUDING THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. I AM ENTITLED TO AN EXACT COPY OF THIS PROMISSOR NOTE, THE NOTICE OF LOAN GUARANTEE AND DISCLOSURE STATEMENT AND ANY AGREEMENT I SIGN. BY SIGNING THIS PROMISSORY NOTE I ACKNOWLEDGE THAT I HAVE RECEIVED A EXACT COPY HEREOF.

Patricia E. Barrett
I.B. Student Borrower Signature (SEAL)

6/27/85
Date

Additional Terms of the Promissory Note for a Guaranteed Student Loan

II. Date Note Comes Due I will repay this loan: 1) in periodic installments during a repayment period that will begin no later than the end of my grace period; or 2) in full immediately if I fail to enroll and attend at the school which certified my application for the academic period intended (this loan will not be eligible for a grace period). My grace period is that period of time which begins when either I leave school or stop carrying at an eligible school approved by the Guarantor, at least one-half the normal full-time academic work load required by the school. The Notice of Loan Guarantee and Disclosure Statement will identify the length of my grace period. During the grace period I may request that the grace period be shortened and the repayment period begin earlier.

III. Interest I agree to pay an amount equivalent to simple interest on the unpaid principal balance from the date you advance the loan until the loan is paid in full. The applicable interest rate on this loan will be the same as the applicable interest rate on my other Guaranteed Student Loans if any of those loans is still outstanding and has an interest rate of 7%, 8% or 9%. If I have no outstanding Guaranteed Student Loans, my interest rate on this loan will be 8%. The Notice of Loan Guarantee and Disclosure Statement identifies the applicable interest rate for this loan. You will not attempt to collect from me any interest which the United States Government will pay for me. When this note becomes due I may either pay the total interest due from me or such interest may be added, in accordance with regulations of MHELC governing the Guaranteed Student Loan Program, to the principal balance due to be repaid with interest, in installments. Once the repayment period begins, I will pay all the interest on this loan, except that if the interest occurring on this loan prior to the repayment period was payable by the United States Government, the United States Government will pay the interest that occurs during any period described under Deferment, Paragraph VIII in this Note. All payments will be made to your address indicated on the Notice of Loan Guarantee and Disclosure Statement or to any other address you notify me of.

IV. Origination and Guarantee Fees I will pay you an origination fee as authorized by federal law, not to exceed 5% of the amount loaned to me as identified on the Notice of Loan Guarantee and Disclosure Statement. If any loan check is returned uncashed to you, I will be entitled to a refund of any origination fee paid in respect to such disbursement. I will pay you a guarantee fee, in an amount identified on the Notice of Loan Guarantee and Disclosure Statement, which you will forward to the Guarantor to pay for its guarantee of this Note. The guarantee fee, in an amount not to exceed one percent (1%) per annum, is calculated on the amount of this loan from the anticipated disbursement date as indicated by the Lender in Section III of the application until the expiration of my grace period following the graduation or course completion date indicated by the School in Section II of my application for this loan. No part of the guarantee fee will be refunded to me unless the total loan is repaid within 60 days after the disbursement date, in which case the total fee will be refunded. The origination fee and the guarantee fee may both be deducted from the proceeds of my loan.

V. Default I will be in default and you have the right to give me notice that the whole outstanding principal balance plus any unpaid interest I owe is due and payable at once (subject to any law which gives me a right to cure my default) if: 1) any payment has not reached you within the number of days after it is due as specified on the Notice of Loan Guarantee and Disclosure Statement; or 2) I fail to notify you of a change in my name, address or school enrollment status within 10 days; or 3) I break any of my other promises under this agreement; or 4) I make any false written statement in applying for this loan or for a forbearance or deferment of this loan. After sending such notice to me, you will have the right, without further notice, to take the outstanding balance out of my checking and/or savings account I have with you, if not prohibited by law, but not out of the proceeds of any other property of mine which you have a right to take because of any other agreement between you and me. If I default, I will still be required to pay interest on this loan as provided in Interest, Paragraph III from the date of default. A default also makes me ineligible for the benefits described under Deferment, Paragraph VIII.

VI. Late Charges If any payment has not reached you within ten (10) days after its due date you may, if permitted by law, bill me for a late charge at the maximum rate permitted. If a payment is late, I may be charged five dollars (\$5.00) or five percent (5%) of the payment, whichever is less.

VII. Additional Agreements 1) The proceeds of this loan will be used only for my education expenses at the school indicated in Section II of my application. 2) Any notice required to be given to me will be effective when mailed by first class mail to the latest address you have for me. 3) Your failure to enforce or insist that I comply with any term of this Note is not a waiver of your rights. No provision of this Note can be waived or modified except in writing. 4) If MHELC is required under its guarantee

Borrower Certification

I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I, the borrower, certify that the information contained in Section I of this application is true, complete and correct to the best of my knowledge and belief and is made in good faith. I hereby authorize the school to pay to the lender any refund which may be due me up to the amount of this loan. I further authorize any school that I may attend to release to the lending institution, subsequent holder, MHELC, U.S. Department of Education, or their agents, any requested information, pertinent to this loan (e.g., employment, enrollment status, current address). I certify that the proceeds of any loan made as a result of this application will be used for educational expenses for the loan period covered by this application at the school named in Section II. I understand that I must immediately repay any funds that I receive which cannot reasonably be attributed to meeting my educational expenses related to attendance at that school for the loan period stated in Item 22. I certify that the total amount of loans received under the Guaranteed Student Loan Program, Title IV, Part B (P.L. 89-329) as amended, will not exceed the allowable maximums. I further

to repay my loan(s) because I have default. 5) MHELC will become the owner of this Note and as my creditor will have all the rights of the original lender to enforce this Note against me. 6) I understand that I must repay this Note even though I may be under 18 years of age. 6) If I am unable to make the scheduled payments for reason of hardship, I may be eligible for forbearance as provided for in the MHELC regulations at the discretion of the lender on the repayment of my loan(s). 7) In this Note the words I, me, and my mean the borrower identified in Item 2 of Section I of the Application. You, your and yours mean the lender and any other owner of the Note.

VIII. Deferment You will let me pay interest only, if such interest is not paid by the United States Government, and let me defer making principal payments on this Note as provided below if my repayment period has begun, I am not in default and I can provide you with written evidence that I qualify for the deferment: 1) While I am enrolled: a) at a participating school in full-time study, as determined by that school, however, to obtain a deferment to attend a school not located in the United States I must be a citizen or national of the United States; or b) in a graduate fellowship program approved by the Secretary of Education; or c) in a rehabilitation training program for disabled individuals approved by the Secretary of Education; or d) as a full-time student at an institution of higher education or vocational school which is operated by an agency of the United States Government. 2) For periods not exceeding 3 years for each of the following while I am a) on active duty in the Armed Forces of the United States or serving as an officer in the Commissioned Corps of the United States Public Health Service; or b) serving as a Peace Corps volunteer; or c) serving as a full-time volunteer under Title I of the Domestic Volunteer Service Act of 1973 (e.g., VISTA); or d) providing service as a full-time volunteer for an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954, which the Secretary of Education has determined is comparable to service performed in the Peace Corps or ACTION programs; e) temporarily totally disabled, as established by affidavit of a qualified physician; or f) unable to work because I am providing care required by a spouse who is temporarily totally disabled as established by affidavit of a qualified physician. 3) For a period not exceeding 2 years while I am serving an internship that the Secretary of Education has determined is needed to gain professional recognition required to begin professional practice or service. 4) For a single period not exceeding one year while I am conscientiously seeking but unable to find full-time employment in the United States.

IX. Repayment I will repay the total amount due on this Promissory Note in periodic installments, with interest at the rate indicated in Interest, Paragraph III, on the unpaid balance from the due date of this Promissory Note until the loan is paid in full, unless: 1) The whole loan is due as described in Default, Paragraph V; or 2) This Promissory Note has become due because of item 2 of Date Note Comes Due, Paragraph II. Prior to the due date of this Promissory Note, you will send to me a Repayment Schedule which shows the particular repayment terms that will become part of this Promissory Note. The Repayment Schedule may include all loans I have received from you under the MHELC Guaranteed Student Loan Program.

The Repayment Schedule will require me to make monthly payments for a period of not less than 5 nor more than 10 years after this Note becomes due. The repayment period will not be longer than 15 years from the date of my original Note not counting periods for which I am granted any authorized deferment outlined in Deferment, Paragraph VIII or forbearance. My original in-school period is counted in this 15 year requirement. At my option I may agree to a repayment period that is shorter than 5 years. I may at a later time have the repayment period extended so that the total repayment period is not less than 5 years; provided, however, that if my loan(s) is disbursed on or after October 1, 1981, my total payments for any year of the repayment period on all my loans under the Guaranteed Student Loan Program (GSLP), the Guaranteed Parent Loan Program (GPLP), or the PLUS Program under Title IV, Part B of the Higher Education Act shall not be less than \$600 per year, including payments by my spouse on any loan under such loan programs (or the balance of all such loans plus accrued interest if less than \$600) even though this may result in a repayment period shorter than 5 years.

X. Prepayment I may, at my option and without penalty, prepay all or any part of the principal or accrued interest of this loan at any time. If I do so, I will be entitled to a rebate of any unearned interest that I have paid.

XI. Credit Bureau Notification If I default on this loan, you or the Guarantor may report the default to credit bureau organizations. This may significantly and adversely affect my credit rating. You must provide information on the repayment status of this loan to any credit bureau organization upon my request. If not otherwise prohibited by law, the lender or MHELC may disclose information about the status of this loan to any credit bureau.

I certify that I do not now owe a repayment on a Pell Grant, Supplemental Grant, or State Student Incentive Grant and am not now in default on a National Direct Student Loan, or a Guaranteed Student Loan, or a Federally Insured Student Loan or a PLUS loan. I further authorize my lending institution to issue a check covering the proceeds of my loan, in full, or in part, made payable to me, or at the lender's option, jointly payable to me and the school, and sent to the school named in Section II or at the lender's option, to me. I have read and understand the "Statement of Borrower's Rights and Responsibilities" supplied with this application.

I understand that I will receive a Notice of Loan Guarantee and Disclosure Statement that identifies my loan amount (as determined by the lender), the fee amounts, due dates, grace period, and late charges. I understand and agree that if the information on the Notice of Loan Guarantee and Disclosure Statement conflicts with the information on the Application and Promissory Note, the information on the Notice of Loan Guarantee and Disclosure Statement applies.

NOTICE TO STUDENT: BY YOUR SIGNATURE ON THE OTHER SIDE OF THIS APPLICATION AND PROMISSORY NOTE YOU ARE AGREEING TO THE ABOVE TERMS AND CERTIFICATION.

SEP 19 1986

MARYLAND HIGHER EDUCATION LOAN CORPORATION

CODED

010181

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097.

SECTION I - TO BE COMPLETED BY THE STUDENT - READ THE INSTRUCTIONS

1. Social Security Number 266613247		2. Last Name (Please Print) AMIEL		First (No Nicknames) PATRICIA		M.I. LE	
3. Birthdate Mo. 04 Day 23 Yr. 78		4. Permanent Home Address 8117 15TH AVE #1 HYATTSVILLE					
5. Area Code-Phone No. for Item 4 301-439-6109		City HYATTSVILLE		County AG		State Code MD	
6. U.S. Citizenship Status 1 <input checked="" type="checkbox"/> Citizen 2 <input type="checkbox"/> Eligible Non-citizen Alien I.D. #		7. Your Dependents Number 1 ONE Ages 4 1/2 YRS		8. Permanent Resident of State Code MD Mo. 04 Yr. 79		9. Intended Enrollment Status 1 <input type="checkbox"/> Full-time 2 <input checked="" type="checkbox"/> Half-time 3 <input type="checkbox"/> Less than half-time	
10. Major Course of Study Code 5		10a. Place of Birth KINGSTON, JAMAICA		11. While in School, You Intend to Live (Check One) 1 <input type="checkbox"/> With Parents 2 <input type="checkbox"/> On Campus 3 <input checked="" type="checkbox"/> Off Campus		12. Prior to the academic year for which this loan is requested, have you ever been enrolled in any school beyond the high school level? 1 <input checked="" type="checkbox"/> Yes 2 <input type="checkbox"/> No	
14. Loan Period From 09/86 To 06/87		13. Requested Loan Amount \$ 2500					
15. Have you ever defaulted on an education loan? If yes, give details on a separate sheet of paper including what arrangements have been made, if any, to repay this debt. 1 <input type="checkbox"/> Yes 2 <input checked="" type="checkbox"/> No							

16. Do you have any outstanding education loans? 1 <input checked="" type="checkbox"/> Yes 2 <input type="checkbox"/> No If yes, list below, if no, write "none."							
Name of Lender	City and State of Lender	From	To	Unpaid Balance	Interest Rate		
Union Trust	Baltimore, MD	09-85-	06-86	\$ 2,500.00			
				\$.00			

17. References—You must provide 2 separate references with different addresses (please print). Parent/Guardian plus Adult Relative				Street, City, State, Zip				Area Code-Phone No.		Employer	
Lambert Harris				2907 Dawson Ave Wheatly, MD				309-04		USCW, Wash. D.C.	
Michael Martin				14204 Weeping Willow Dr. SS, MD				301-00		Washington Suburban	
18. Name and Address of Lender Who will Process this Loan Union Trust Baltimore, MD				Phone: 699-4823				19b. Have you applied for a PELL Grant 1 <input type="checkbox"/> American Negro 2 <input type="checkbox"/> American Indian 3 <input type="checkbox"/> Oriental-American 4 <input type="checkbox"/> Spanish Surnamed 5 <input type="checkbox"/> Caucasian 6 <input checked="" type="checkbox"/> Other		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (See Instructions) Maryland State Scholarship Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

SECTION II - TO BE COMPLETED BY THE SCHOOL - INSTRUCTIONS ON REVERSE SIDE OF SCHOOL COPY

20. Name of School Univ. of Md. Univ. College				22. Loan Period (Mo./Day/Yr.) From 09/03/86 To 05/15/87			
21. Address Univ. Blvd. at Adelphi Rd. College Park				23. Grade Level Code 04		24. Anticipated Completion Date Mo. 08 Yr. 87	
State MD	Zip 20742-1622	25. School Code 01644	26. Area Code-Phone No. (301) 985-7231	27A. Dependency Status 1 <input type="checkbox"/> Dependent 2 <input checked="" type="checkbox"/> Independent		27B. Adjusted Gross Income \$ 22,067	
28. Estimated Total Cost of Education for Loan Period \$ 16,194		29A. Financial Aid for Loan Period \$ 0.00		29B. Expected Family Contribution \$ 0.00		30. Difference (Item 28 Less Items 29A and 29B) \$ 16,194	

32. My signature below certifies that I have read, and agreed to the "School Certification" on the reverse of the school copy.		
Signature of Authorized Financial Aid Administrator Patsy Nwagbaraocha	Print or Type Name and Title Financial Aid Counselor	Date 08/25/86

SECTION III - TO BE COMPLETED BY THE LENDER

33. Name of Lending Institution		37. Loan Disbursement Date(s) Mo. Day Year		38. Loan Amount(s)	
34. Address		#1		\$	
City		#2		\$	
35. Area Code-Phone No.		#3		\$	
36. State Code		39. Total Amount Lender Approves		\$	
40. Signature of Authorized Lending Official		39A. Maturity Date Mo. Yr.		39B. Interest Rate %	
		39C. Total Fee \$			

Promissory Note for a Guaranteed Student Loan.

I, Promise To Pay I, the undersigned student borrower identified in Section I, Item 2, promise to pay to you or your order when this note becomes due as set forth in Paragraph II, the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$ 2,500.00).

I.A. Requested Loan Amount—Must be the Same as Item 13 or such loan amount as is advanced to me and identified to me in the Notice of Loan Guarantee and Disclosure Statement, plus interest as set forth in Paragraph III, and any other charges which may become due as provided in Paragraph VI. If I fail to pay any of these amounts when they are due, I will pay all charges and other costs, including the fees of an outside attorney and court costs that are permitted by Federal law and regulations for the collection of this loan, which you incur in collecting this loan. (See Paragraphs II, III, VI on the other side.) My signature certifies that I have read, understood and agreed to the conditions and authorizations stated in the Borrower Certification attached on the reverse side.

UNDERSTANDING THAT THIS IS A PROMISSORY NOTE, I WILL NOT SIGN THIS PROMISSORY NOTE BEFORE READING IT INCLUDING THE WARNING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED, I AM ENTITLED TO AN EXACT COPY OF THIS PROMISSORY NOTE, THE NOTICE OF LOAN GUARANTEE AND DISCLOSURE STATEMENT AND ANY AGREEMENT I SIGN. BY SIGNING THIS PROMISSORY NOTE I ACKNOWLEDGE THAT I HAVE RECEIVED AN EXACT COPY HEREOF.

I.B. Student Borrower Signature (SEAL) Date 5/23/86

Additional Terms of the Promissory Note for a Guaranteed Student Loan

II. Date Note Comes Due I will repay this loan: 1) in periodic installments during a repayment period that will begin no later than the end of my grace period; or 2) in full immediately if I fail to enroll and attend at the school which certified my application for the academic period intended (this loan will not be eligible for a grace period). My grace period is that period of time which begins when either I leave school or stop carrying, at an eligible school approved by the Guarantor, at least one-half the normal full-time academic work load required by the school. The Notice of Loan Guarantee and Disclosure Statement will identify the length of my grace period. During the grace period I may request that the grace period be shortened and the repayment period begin earlier.

III. Interest I agree to pay an amount equivalent to simple interest on the unpaid principal balance from the date you advance the loan until the loan is paid in full. The applicable interest rate on this loan will be the same as the applicable interest rate on my other Guaranteed Student Loans if any of those loans is still outstanding and has an interest rate of 7%, 8% or 9%. If I have no outstanding Guaranteed Student Loans, my interest rate on this loan will be 8%. The Notice of Loan Guarantee and Disclosure Statement identifies the applicable interest rate for this loan. You will not attempt to collect from me any interest which the United States Government will pay for me. When this note becomes due I may either pay the total interest due from me or such interest may be added, in accordance with regulations of MHELC governing the Guaranteed Student Loan Program, to the principal balance due to be repaid with interest, in installments. Once the repayment period begins, I will pay all the interest on this loan, except that if the interest occurring on this loan prior to the repayment period was payable by the United States Government, the United States Government will pay the interest that occurs during any period described under Deferment, Paragraph VIII in this Note. All payments will be made to your address indicated on the Notice of Loan Guarantee and Disclosure Statement or to any other address you notify me of.

IV. Origination and Guarantee Fees I will pay you an origination fee as authorized by federal law, not to exceed 5% of the amount loaned to me as identified on the Notice of Loan Guarantee and Disclosure Statement. If any loan check is returned uncashed to you, I will be entitled to a refund of any origination fee paid in respect to such disbursement. I will pay you a guarantee fee, in an amount identified on the Notice of Loan Guarantee and Disclosure Statement, which you will forward to the Guarantor to pay for its guarantee of this Note. The guarantee fee, in an amount not to exceed one percent (1%) per annum, is calculated on the amount of this loan from the anticipated disbursement date as indicated by the Lender in Section III of the application until the expiration of my grace period following the graduation or course completion date indicated by the School in Section II of my application for this loan. No part of the guarantee fee will be refunded to me unless the total loan is repaid within 60 days after the disbursement date, in which case the total fee will be refunded. The origination fee and the guarantee fee may both be deducted from the proceeds of my loan.

V. Default I will be in default and you have the right to give me notice that the whole outstanding principal balance plus any unpaid interest I owe is due and payable at once (subject to any law which gives me a right to cure my default) if: 1) any payment has not reached you within the number of days after it is due as specified on the Notice of Loan Guarantee and Disclosure Statement; or 2) I fail to notify you of a change in my name, address or school enrollment status within 10 days; or 3) I break any of my other promises under this agreement; or 4) I make any false written statement in applying for this loan or for a forbearance or deferment of this loan. After sending such notice to me, you will have the right, without further notice, to take the outstanding balance out of my checking and/or savings account I have with you, if not prohibited by law, but not out of the proceeds of any other property of mine which you have a right to take because of any other agreement between you and me. If I default, I will still be required to pay interest on this loan as provided in Interest, Paragraph III from the date of default. A default also makes me ineligible for the benefits described under Deferment, Paragraph VIII.

VI. Late Charges If any payment has not reached you within ten (10) days after its due date you may, if permitted by law, bill me for a late charge at the maximum rate permitted. If a payment is late, I may be charged five dollars (\$5.00) or five percent (5%) of the payment, whichever is less.

VII. Additional Agreements 1) The proceeds of this loan will be used only for my education expenses at the school indicated in Section II of my application. 2) Any notice required to be given to me will be effective when mailed by first class mail to the latest address you have for me. 3) Your failure to enforce or insist that I comply with any term of this Note is not a waiver of your rights. No provision of this Note can be waived or modified except in writing. 4) If MHELC is required under its guarantee

to repay my loan(s) because I have defaulted, MHELC will become the owner of this Note and as my creditor will have all the rights of the original lender to enforce this Note against me. 5) I understand that I must repay this Note even though I may be under 18 years of age. 6) If I am unable to make the scheduled payments for reason of hardship, I may be eligible for forbearance as provided for in the MHELC regulations at the discretion of the lender on the repayment of my loan(s). 7) In this Note the words I, me, and my mean the borrower identified in Item 2 of Section I of the Application. You, your and yours mean the lender and any other owner of the Note.

VIII. Deferment You will let me pay interest only, if such interest is not paid by the United States Government, and let me defer making principal payments on this Note as provided below if my repayment period has begun, I am not in default and I can provide you with written evidence that I qualify for the deferment: 1) While I am enrolled: a) at a participating school in full-time study, as determined by that school, however, to obtain a deferment to attend a school not located in the United States I must be a citizen or national of the United States; or b) in a graduate fellowship program approved by the Secretary of Education; or c) in a rehabilitation training program for disabled individuals approved by the Secretary of Education; or d) as a full-time student at an institution of higher education or vocational school which is operated by an agency of the United States Government. 2) For periods not exceeding 3 years for each of the following while I am a) on active duty in the Armed Forces of the United States or serving as an officer in the Commissioned Corps of the United States Public Health Service; or b) serving as a Peace Corps volunteer; or c) serving as a full-time volunteer under Title I of the Domestic Volunteer Service Act of 1973 (e.g., VISTA); or d) providing service as a full-time volunteer for an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954, which the Secretary of Education has determined is comparable to service performed in the Peace Corps or ACTION programs; e) temporarily totally disabled, as established by affidavit of a qualified physician; or f) unable to work because I am providing care required by a spouse who is temporarily totally disabled as established by affidavit of a qualified physician. 3) For a period not exceeding 2 years while I am serving an internship that the Secretary of Education has determined is needed to gain professional recognition required to begin professional practice or service. 4) For a single period not exceeding one year while I am conscientiously seeking but unable to find full-time employment in the United States.

IX. Repayment I will repay the total amount due on this Promissory Note in periodic installments, with interest at the rate indicated in Interest, Paragraph III, on the unpaid balance from the due date of this Promissory Note until the loan is paid in full, unless: 1) The whole loan is due as described in Default, Paragraph V; or 2) This Promissory Note has become due because of item 2 of Date Note Comes Due, Paragraph II. Prior to the due date of this Promissory Note, you will send to me a Repayment Schedule which shows the particular repayment terms that will become part of this Promissory Note. The Repayment Schedule may include all loans I have received from you under the MHELC Guaranteed Student Loan Program.

The Repayment Schedule will require me to make monthly payments for a period of not less than 5 nor more than 10 years after this Note becomes due. The repayment period will not be longer than 15 years from the date of my original Note not counting periods for which I am granted any authorized deferment outlined in Deferment, Paragraph VIII or forbearance. My original in-school period is counted in this 15 year requirement. At my option I may agree to a repayment period that is shorter than 5 years. I may at a later time have the repayment period extended so that the total repayment period is not less than 5 years; provided, however, that if my loan(s) is disbursed on or after October 1, 1981, my total payments for any year of the repayment period on all my loans under the Guaranteed Student Loan Program (GSLP), the Guaranteed Parent Loan Program (GPLP), or the PLUS Program under Title IV, Part B of the Higher Education Act shall not be less than \$600 per year, including payments by my spouse on any loan under such loan programs (or the balance of all such loans plus accrued interest if less than \$600) even though this may result in a repayment period shorter than 5 years.

X. Prepayment I may, at my option and without penalty, prepay all or any part of the principal or accrued interest of this loan at any time. If I do so, I will be entitled to a rebate of any unearned interest that has been paid.

XI. Credit Bureau Notification If I default on this loan, you or the Guarantor may report the default to credit bureau organizations. This may significantly and adversely affect my credit rating. You must provide information on the repayment status of this loan to my credit bureau organization upon my request. If not otherwise prohibited by law, the lender or MHELC may disclose information about the status of this loan to any credit bureau.

Borrower Certification

I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I, the borrower, certify that the information contained in Section I of this application is true, complete and correct to the best of my knowledge and belief and is made in good faith. I hereby authorize the school to pay to the lender any refund which may be due me up to the amount of this loan. I further authorize any school that I may attend to release to the lending institution, subsequent holder, MHELC, U.S. Department of Education, or their agents, any requested information pertinent to this loan (e.g., employment, enrollment status, current address). I certify that the proceeds of any loan made as a result of this application will be used for educational expenses for the loan period covered by this application at the school named in Section II. I understand that I must immediately repay any funds that I receive which cannot reasonably be attributed to meeting my educational expenses related to attendance at that school for the loan period stated in Item 22. I certify that the total amount of loans received under the Guaranteed Student Loan Program, Title IV, Part B (P.L. 89-329) as amended, will not exceed the allowable maximums. I further

certify that I do not now owe a repayment on a Pell Grant, Supplemental Grant, or State Student Incentive Grant and am not now in default on a National Direct Student Loan, or a Guaranteed Student Loan, or a Federally Insured Student Loan or a PLUS loan. I further authorize the lending institution to issue a check covering the proceeds of my loan, in full or in part, made payable to me, or at the lender's option, jointly payable to me and the school, and sent to the school named in Section II or at the lender's option, to me. I have read and understand the "Statement of Borrower's Rights and Responsibilities" supplied with this application.

I understand that I will receive a Notice of Loan Guarantee and Disclosure Statement that identifies my loan amount (as determined by the lender), the fee amounts, due dates, grace period, and late charges. I understand and agree that if the information on the Notice of Loan Guarantee and Disclosure Statement conflicts with the information on the Application and Promissory Note, the information on the Notice of Loan Guarantee and Disclosure Statement applies.

NOTICE TO STUDENT: BY YOUR SIGNATURE ON THE OTHER SIDE OF THIS APPLICATION AND PROMISSORY NOTE YOU ARE AGREEING TO THE ABOVE TERMS AND CERTIFICATION.

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS DEFENDANTS

UNITED STATES of AMERICA
(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF (EXCEPT IN U.S. PLAINTIFF CASES)
(c) ATTORNEYS (FIRM NAME ADDRESS AND TELEPHONE NUMBER)
THOMAS E. SCOTT, U.S. ATTORNEY (305)961-9377
99 NE 4TH ST., SUITE 300, MIAMI, FL 33132-2111
PAMELA E. AMIEL
A/K/A PAMELA E. BARRETT
COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT BROWARD
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
ATTORNEYS (IF KNOWN)

(d) CIRCLE COUNTY WHERE ACTION AROSE: DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY) III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

U.S. Government Plaintiff
U.S. Government Defendant
Federal Question (U.S. Government Not a Party)
Diversity (Indicate Citizenship of Parties in Item III)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business in This State
Incorporated and Principal Place of Business in Another State
Foreign Nation

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)
Original Proceeding
Removed from State Court
Remanded from Appellate Court
Reinstated or Reopened
Transferred from another district (specify)
Multidistrict Litigation
Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

A CONTRACT
A REAL PROPERTY
A TORTS
PERSONAL INJURY
310 Airplane
315 Airplane Product Liability
320 Assault Libel & Slander
330 Federal Employers Liability
340 Marine
345 Marine Product Liability
350 Motor Vehicle
355 Motor Vehicle Product Liability
360 Other Personal Injury
PERSONAL INJURY
362 Personal Injury - Med. Malpractice
365 Personal Injury - Product Liability
368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY
370 Other Fraud
371 Truth in Lending
380 Other Personal Property Damage
385 Property Damage Product Liability
FORFEITURE/PENALTY
810 Agriculture
820 Other Food & Drug
825 Drug Related Seizure of Property 21 USC 881
830 Liquor Laws
840 R.R. & Truck
850 Airline Regs.
860 Occupational Safety/Health
890 Other
A LABOR
710 Fair Labor Standards Act
720 Labor Mgmt. Relations
730 Labor Mgmt. Reporting & Disclosure Act
740 Railway Labor Act
790 Other Labor Litigation
791 Empl. Ret. Inc. Security Act
A BANKRUPTCY
422 Appeal 28 USC 158
423 Withdrawal 28 USC 157
A PROPERTY RIGHTS
820 Copyrights
830 Patent
840 Trademark
B SOCIAL SECURITY
861 HIA 1395ff.
862 Black Lung 923.
863 DIWC/DIWW (405(g))
864 SSID Title XVI
865 RSI (405(g))
FEDERAL TAX SUITS
870 Taxes (U.S. Plaintiff or Defendant)
871 IRS - Third Party 28 USC 7809
A OTHER STATUTES
800 State Reapportionment
410 Antitrust
430 Banks and Banking
450 Commerce/ICC Rates/etc
460 Deportation
470 Racketeer Influenced and Corrupt Organizations
810 Selective Service
850 Securities/Commodities/Exchange
875 Customer Challenge 12 USC 3410
891 Agricultural Acts
892 Economic Stabilization Act
893 Environmental Matters
894 Energy Allocation Act
895 Freedom of Information Act
900 Appeal of Fee Determination Under Equal Access to Justice
950 Constitutionality of State Statutes
890 Other Statutory Actions A OR B

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

RECOVERY OF FUNDS EXPENDED BY PLAINTIFF AS GUARANTOR OF A DEFAULTED FEDERALLY INSURED STUDENT LOAN 34CFR 682.100(4) (d)
LENGTH OF TRIAL
1 days estimated (for both sides to try entire case)

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ 5,572.15 + interest & costs JURY DEMAND: YES NO

VIII. RELATED CASE(S) (See instructions): JUDGE DOCKET NUMBER

DATE 1/7/00 SIGNATURE OF ATTORNEY OF RECORD MARY F. DOOLEY, AUSA

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE